

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

In re: Curtiss N. Ayers, aka Curtis N. Ayers, Debtor. Lakeview Loan Servicing, LLC, Movant. v. Curtiss N Ayers, aka Curtis N Ayers, Debtor/Respondent. WILLIAM C. MILLER, Esquire Trustee/Respondent.	Bankruptcy No. 20-12122-amc Chapter 13
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STIPULATION RESOLVING MOTION FOR RELIEF FROM STAY

Secured Creditor, Lakeview Loan Servicing, LLC, and Debtor, Curtiss N. Ayers, by and through their respective attorneys, hereby stipulate as follows:

I. BACKGROUND:

1. On April 12, 2016, Curtiss N. Ayers("Debtor"), executed and delivered a Promissory Note ("Note") and a Mortgage ("Mortgage") securing payment of the Note in the amount of \$141,391.00.
2. The Mortgage was recorded on April 14, 2016, with the Delaware County Recorder of Deeds.
3. The Mortgage was secured as a lien against the property located in Delaware County commonly known as 419 Edmonds Avenue, Drexel Hill, Pennsylvania 19026 (the "Property").
4. Debtor has defaulted under the terms of the Note and Mortgage by failing to make the monthly payments of principal, interest and escrow each in the amount of \$1,266.22, which became due on February 01, 2021, March 01, 2021, and April 01, 2021.
5. Thus, Debtor's post-petition arrearage currently totals the sum of \$3,871.64, (as there is \$1,193.24, in suspense).

6. Debtor further acknowledges that additional payments of principal, interest and escrow currently in the amount of \$1,266.22, per month shall become due under the Note and Mortgage on the 1st day of each successive month, beginning May 01, 2021, until the Note is paid in full. Debtor acknowledges that the monthly payment is subject to change and is responsible for same.
7. Lakeview Loan Servicing, LLC and Debtor desire to resolve Debtor's post-petition arrearage in accordance with the set forth terms below:

II. STIPULATION FOR RELIEF FROM STAY

1. Debtor and Lakeview Loan Servicing, LLC shall remain in full force and effect as long as Debtor complies with the terms of this Stipulation.
2. Debtor confirms and acknowledges obligations to Lakeview Loan Servicing, LLC under the Note and Mortgage.
3. Debtor further confirms and acknowledges failure to make the post-petition payments of principal, interest and escrow in the amount of post-petition arrearage as set forth above in paragraphs 4 and 5.
4. Debtor further confirms and acknowledges obligations to make the regular post-petition payments of principal and interest going forward from May 01, 2021, as set forth above in paragraph 6.
5. Debtor agrees to become current on his post-petition obligations to Lakeview Loan Servicing, LLC by filing an Amended Chapter 13 Plan to include the post-petition default of \$3,871.64 within thirty (30) days of the entry of this order. Future payments should be sent: LoanCare LLC, P.O. Box 8068, Virginia Beach, VA 23450.
6. Debtor further agrees to continue to make his regular post-petition payment of principal and interest in the amount of \$1,266.22, (Debtor's acknowledges that the monthly payment is

subject to change) which shall become due on the 1st day of each month beginning on May 01, 2021, until obligation to Lakeview Loan Servicing, LLC, its successors and/or assignees under the Note is paid in full.

7. In the event that Debtor converts to a Chapter 7 during the pendency of this Bankruptcy case, the Debtor shall cure the pre-petition and post-petition arrears within ten (10) days from date of conversion. Should the Debtor fail to cure the arrearage, Lakeview Loan Servicing, LLC will send Debtor's counsel a written notification of default of this Stipulation. If the default is not cured within fifteen (15) days of the notice, Lakeview Loan Servicing, LLC may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay.
8. In the event the Debtor should default on obligations under this Stipulation by failing to make cure payments as set forth above in paragraph 5 and/or tender in full any of the payments described in paragraph 6, on or before the dates on which they are due, then Lakeview Loan Servicing, LLC, its successors and/or assigns shall serve Debtor's Attorney by fax, e-mail and/or regular mail, with written notification of default. In the event that Debtor fails to cure the default within fifteen (15) days of the date of the written notification, then, Lakeview Loan Servicing, LLC may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Lakeview Loan Servicing, LLC or its assignee or successors may exercise its rights against the Mortgaged Property under the terms of this Stipulation without further notice to Debtor or the Order of this Court.
9. Additionally, Debtor agrees that is not permitted more than two (2) defaults from the date of the Stipulation. Debtor agrees that if defaults under the terms of this Stipulation more than two (2) times, then, without any further notice Lakeview Loan Servicing, LLC, its

successors and/or assigns may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Lakeview Loan Servicing, LLC, its successors and/or assigns may exercise its rights against the Mortgaged Property under the terms of this Stipulation.

10. Neither Lakeview Loan Servicing, LLC's consent to this Stipulation nor Lakeview Loan Servicing, LLC's acceptance of any payments tendered by Debtor shall be construed as a waiver of Lakeview Loan Servicing, LLC's right to proceed with or commence a foreclosure other legal action against Debtor under this Stipulation; however, Lakeview Loan Servicing, LLC agrees to credit Debtor's account for any payments made by Debtor in accordance with this Stipulation, the Note and/or Mortgage.
11. This Stipulation may only be modified by a revised Stipulation filed on the docket in the Bankruptcy. No oral modifications are permitted and any allegation that the Stipulation was modified orally will be disregarded as evidence. No written modifications are permitted, except for a revised Stipulation filed on the docket in the Bankruptcy.
12. Debtor hereby certifies and confirms that the terms of the Stipulation are reviewed with Counsel that Debtor understands and is in agreement with the terms of this Stipulation, and that counsel has been authorized by Debtor to sign this Stipulation.

IT IS HEREBY STIPULATED:

By: /s/ Charles G. Wohlrab Date: 05/11/2021

Charles G. Wohlrab
Robertson, Anschutz, Schneid & Crane, LLC

PA ID 314532

10700 Abbott's Bridge Rd., Suite 170

Duluth, GA 30097

Telephone: 973-575-0707

Facsimile: 973-404-8886

Email: cwohlrab@rascrane.com

Attorney for Movant

By: /s/ 

Date: 5/11/21

Brad J. Sadek

PA ID. 90488

Sadek and Cooper

1315 Walnut Street, Suite 502

Philadelphia, PA 19107

Phone: 215-545-0008

Fax: 215-545-0611

Email: brad@sadeklaw.com

Attorney for Debtor

By: /s/ William C. Miller

Date: 5/11/2021

William C. Miller, Esq.

P.O. Box 1229

Philadelphia, PA 19105

Phone: 215-627-1377

Chapter 13 Trustee

*no objection to the terms of the Stipulation, without prejudice to any of our rights and remedies

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ORDER OF COURT

AND NOW, this _____ day of _____, 2021, upon consideration of the foregoing Stipulation Resolving Motion for Relief from Stay, it is hereby ORDERED that the Stipulation is approved.

Judge Ashely M. Chan

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CERTIFICATE OF SERVICE

I, the undersigned, certify under penalty of perjury that I am, and at all times hereinafter mentioned, was more than 18 years of age, that on May 11, 2021, I served a copy of the Stipulation Resolving Motion for Relief from Stay by first class U.S. Mail, postage prepaid or electronic mail at the following addresses:

Brad J. Sadek
Sadek and Cooper
1315 Walnut Street, Suite 502
Philadelphia, PA 19107

Curtiss N Ayers
419 Edmonds Avenue
Drexel Hill, PA 19026

William C. Miller, Esq.
Chapter 13 Trustee
P.O. Box 1229
Philadelphia, PA 19105

United States Trustee
Office of the U.S. Trustee
200 Chestnut Street, Suite 502
Philadelphia, PA 19106

By: /s/ Charles G. Wohlrab
Charles Wohlrab, Esq.